

FILED

SEP 26 2025

U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

15 - 31519
16 - 03023

MOTION TO DISCHARGE UNAUTHORIZED ATTORNEY FEES & REQUEST FOR SANCTIONS

Date: September 24, 2025

This Motion seeks relief including denial and disgorgement of unauthorized fees and sanctions based on counsel's conversion of a \$2.5M asset, concealment of filings, delayed and post-trial billing, and breach of fiduciary duty.

THEFT IN DAYLIGHT — COUNSEL'S USE OF THE LAW TO STEAL MY ASSET

What occurred here was not zealous advocacy — it was theft in daylight. Mr. Kornberg used legal forms, filings, and the trappings of court authority to effectuate the disappearance of my \$2.5M judgment while concealing material facts from both me and this Court. He exploited his role as a lawyer and his appearance before Judge Montali to create an illusion of legitimacy while he filed a Satisfaction in a separate county that erased my only meaningful asset. This was not a negotiated compromise; it was an unauthorized taking by counsel who had no authority to extinguish the judgment. The Court should treat this conduct as conversion of client property, sanctionable misconduct, and a matter appropriate for referral to disciplinary and criminal authorities.

PREMEDITATED DECEIT: DAY TWO AND DAY THREE

On April 1, 2025 (the second day of trial), Mr. Kornberg assured me that "we are going to nail them down tomorrow" and that my witnesses would testify on April 2. Judge Montali even reminded me that the third day was reserved for my defense. That night, however, Mr. Kornberg repeatedly called me after I was already in bed, insisting that I should not attend. On April 2, despite my repeated requests to appear, he blocked me. While I was in the courthouse, he represented to the Court that I was ill and excused my absence. This was false. By preventing me from appearing, he stripped me of my right to present my case and secretly negotiated the waiver of my \$2.5M judgment.

CONCEALMENT OF WAIVER UNTIL JUNE EMAIL

At no point during or immediately after trial did Mr. Kornberg disclose that he had extinguished my judgment. Instead, he congratulated me and said we would celebrate. Only in late June 2025, when I opened an email labeled "Final Resolution," did I discover attachments showing the Santa Clara Satisfaction of Judgment had been filed on May 14, 2025. This concealment deprived me of the ability to object and misled this Court into believing the settlement was legitimate.

UNAUTHORIZED DOCSIGN — LACK OF INFORMED CONSENT

Mr. Kornberg prepared and sent me a DocuSign package weeks after trial, without explanation or advice. I signed it believing it related to routine closure of the adversary. I was never told that it meant extinguishing my \$2.5M judgment. A lawyer's fiduciary duty

requires full disclosure and warning; this did not occur. The DocuSign was used to justify actions outside his authority and outside the scope of his engagement.

Although Mr. Kornberg may argue that my DocuSign signature constitutes consent, it does not. Consent obtained without disclosure is not valid consent. The timing proves deceit, because the document was transmitted weeks after trial was closed and after I had been told the case was over. Moreover, my judgment was not part of the bankruptcy adversary, and he had no right to touch it under any circumstances. The DocuSign does not legitimize his misconduct; it proves it.

REFUND PROMISE VS. FABRICATED INVOICES

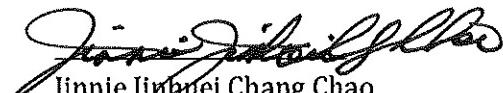
The Court approved only a \$25,000 retainer. I advanced another \$25,000 for forensic accounting, which Mr. Kornberg confirmed on April 1, 2025 had not been used and would be refunded. Instead of a refund, in June 2025 I received for the first time hundreds of pages of back-dated invoices totaling over \$200,000. In his own admission, no invoices were generated contemporaneously. The sudden production of these records for the Court demonstrates fabrication to cover his conduct, not legitimate billing. These charges were never disclosed during the case and exceed the Court's authorization almost tenfold.

RELIEF SOUGHT

I respectfully request: (1) denial and disgorgement of all unauthorized fees; (2) immediate escrow of the amounts claimed; (3) expedited production of DocuSign audit trails, billing records, communications, and call logs; (4) sanctions for concealment and misrepresentation; and (5) referral to the California State Bar and appropriate prosecuting authorities.

Date: September 24, 2025

Respectfully submitted,



Jinnie Jinhuei Chang Chao

DECLARATION OF JINNIE JINHUEI CHANG CHAO IN SUPPORT OF MOTION TO DISCHARGE ATTORNEY FEES

I, Jinnie Jinhuei Chang Chao, declare under penalty of perjury as follows:

1. I am the debtor in the above-captioned bankruptcy case and the author of this declaration.
2. I have personal knowledge of the facts stated herein and, if called as a witness, could and would testify competently to them.
3. I attended trial in the adversary on March 31 and April 1, 2025. April 2, 2025 was reserved for my witnesses and my defense. I did not attend April 2 for reasons including that my counsel told me not to come and later stated the matter was settled.
4. I never authorized Mr. Bernard Kornberg to extinguish or satisfy my separate \$2.5M Santa Clara judgment. I never signed any document authorizing that extinguishment with informed consent and was not told that a Satisfaction would be filed in Santa Clara.
5. I did not receive any invoices related to Mr. Kornberg's billing until June 2025. I first became aware of the alleged invoices when they were sent to me in June or later.
6. I did not receive Judge Montali's May 1, 2025 order or the May 14, 2025 Santa Clara filings contemporaneously; I only discovered them when counsel forwarded them in late June in an email labeled 'Final Resolution.'
7. I preserved copies of all emails, texts, and documents in my possession and will produce them as requested. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: September 24, 2025

Signature: 

Printed Name: Jinnie Jinhuei Chang Chao

Exhibit Index

- Exhibit A – Invoices dated June 11, 2025 and August 11, 2025 (only invoices ever received)
- Exhibit B – Engagement Letter – Retainer terms
- Exhibit C – Satisfaction of Judgment – filed May 14, 2025
- Exhibit D – June 4, 2025 Email – Kornberg admission “held off” on bills
- Exhibit E – Final Resolution Email – June 2025 closure note attaching Satisfaction
- Exhibit F – Order of Dismissal – adversary docket settlement approval
- Exhibit G – USPS Green Cards & Return Receipts – service proof

Exhibit A

Invoices – June 11, 2025 and August 11, 2025 (only invoices ever received).



Jinnie Chao
30 Pilarcitos Ct
Hillsborough, CA 94010

Account: 593510.0001
adv. A. Salem D.D.S. Inc.

Invoice: 2259537
June 11, 2025

Invoice Summary

| | |
|---|----------------------------|
| Professional Fees Through June 10, 2025 | \$136,817.00 |
| Less Fee Reduction | <u>\$-682.50</u> |
| Total Current Fees | \$136,134.50 |
| Disbursements | <u>\$24,941.40</u> |
| Amount Due - Current Period: | \$161,075.90 |
| Prior Balance Due: | <u>\$56,576.43</u> |
| Total Amount Due | <u>\$217,652.33</u> |
| Less Funds Held in Trust | <u>\$25,000.00</u> CR |
| Total Amount Due | <u>\$192,652.33</u> |

To pay by wire transfer, route to:

Miller Nash LLP, U.S. Bank National Association
Account # 1536-0646-7352, Routing # 123000220,
Swift Code USBKUS44IMT
Bank address: Portland Main Complex, 555 SW Oak St,
Portland, OR 97204

To pay by credit card, use this link:

<https://secure.lawpay.com/pages/millernash/operating>

To pay by check, remit to:

PO Box 3585
Portland, OR 97208-3585

Accounts due and payable in U.S. dollars upon receipt. Please include invoice number with remittance.
Invoice may not include all fees and expenses incurred prior to statement closing date. Late charges of .75% per month (9% annually) will accrue on all amounts unpaid after 30 days from date of invoice. Tax ID # 46-4958489.

June 11, 2025

Invoice Detail

| <u>Date</u> | <u>Professional</u> | <u>Time</u> | <u>Description of Services</u> |
|-------------|---------------------|-------------|--|
| 03/03/25 | B. Morrison | 3.4 | Analyze memorandum of interviews re Darrow Chu and Dr. Salem (3.2); coordinate filing of pro hac application with paralegal (.2) |
| 03/04/25 | B. Kornberg | 1.1 | Communicate with Chao's counsel re providing initial disclosures; Call with client re trial preparation; additional perpetration with Brianna Morrison |
| 03/04/25 | B. Morrison | 1.4 | Call with Jinnie Chao and Bernie Kornberg re trial strategy (1.1); call and email to Bruce re transfer of files (.3) |
| 03/05/25 | B. Morrison | 1.6 | Review deposition transcript of Ardeshir Salem |
| 03/06/25 | A. Jones | 2.0 | Teleconference with Brianna Morrison re state of files (.2); organize files for attorney review (1.8) |
| 03/06/25 | B. Kornberg | 1.7 | Draft trial subpoena to First American Title Company; communicate with Salem's counsel re subpoena and pretrial prep; additional trial perpetration including location litigation documents to review |
| 03/06/25 | B. Morrison | 1.9 | Confer with Bernie Kornberg re next steps to prepare for trial (1.0); confer with Amy Jones re state court pleadings (.4); review organized state court pleadings file for declarations and missing documents (.5) |
| 03/07/25 | A. Jones | 5.4 | Teleconference with Brianna Morrison re document collection (.2); analyze discovery and draft tables re amounts allegedly embezzled (5.2) |
| 03/07/25 | B. Kornberg | 0.5 | Call with Salem's counsel re trial issues |
| 03/07/25 | B. Morrison | 2.6 | Coordinate chart of transfers with legal assistant (.5); review chart and begin entering Jinnie Chao's responses to alleged transfers (1.4); continue reviewing Salem's discovery documents produced re alleged transfers (.7) |
| 03/10/25 | B. Kornberg | 0.5 | Review Fellows trial subpoena (.2); communicate with court re trial issues (.2); communicate with counsel for First American Title re subpoena (.1) |

June 11, 2025

| <u>Date</u> | <u>Professional</u> | <u>Time</u> | <u>Description of Services</u> |
|-------------|---------------------|-------------|---|
| 03/11/25 | B. Kornberg | 0.5 | Reviewed additional correspondence sent by client; call with counsel for First American re subpoena |
| 03/12/25 | B. Morrison | 0.4 | Review chart of transfers re impeachment for trial |
| 03/13/25 | A. Jones | 2.0 | Organize files for attorney review, including bookmarking Box file scans (Box 2 through pg. 350) |
| 03/13/25 | B. Kornberg | 2.1 | Trial perpetration with Brianna Morrison; call with Jinnie Chao; call with expert re pretrial preparation |
| 03/13/25 | B. Morrison | 6.7 | Confer with Bernie Kornberg re to-do list; confer with Golbahar re surprise expert testimony; prepare initial disclosures and cover letter re same; analyze documents and emails received from client week of March 10, 2025 |
| 03/14/25 | A. Jones | 4.8 | Organize files for attorney review, including bookmarking Box file scans (Box 2 complete; begin Box 1 through pg. 1833) |
| 03/16/25 | B. Kornberg | 0.4 | Initial review of subpoena from First American Title |
| 03/17/25 | A. Jones | 1.5 | Organize files for attorney review, including bookmarking Box file scans (Box 1 complete) |
| 03/17/25 | B. Morrison | 3.2 | Prepare draft exhibit list for trial |
| 03/18/25 | B. Kornberg | 1.4 | Trial perpetration meeting; email to Court re exhibits; call and emails with Deepa Subramaniam re testimony at trial |
| 03/18/25 | B. Morrison | 5.2 | Confer with Bernie Kornberg re preparation for trial; Call with Deepa Subramaniam ; Email with Darrow Chu; review documents produced by First American Title re subpoena; research admissibility of prior bad acts for motion in limine |
| 03/19/25 | A. Jones | 2.4 | Analyze files re restitution amounts; organize documents for trial for attorney review |
| 03/19/25 | B. Kornberg | 0.5 | Revised letter re initial disclosures and draft cover letter |

June 11, 2025

| <u>Date</u> | <u>Professional</u> | <u>Time</u> | <u>Description of Services</u> |
|-------------|---------------------|-------------|---|
| 03/19/25 | B. Morrison | 5.3 | Revise chart with client explanations of transfers; review drop box files from Bruce Jenke for potential trial exhibits; review Martinez v. Salem file; |
| 03/20/25 | B. Kornberg | 1.6 | Call with client re locating documents for trial and related issues; internal call to discuss additional trial preparation; prepare trial brief |
| 03/20/25 | B. Morrison | 1.5 | Call with Jinnie Chao; continue searching for exhibits for witness and exhibit list |
| 03/21/25 | B. Kornberg | 2.4 | Draft trial brief; internal call to discuss review of evidence re Wells Fargo account; call with client re same |
| 03/21/25 | B. Morrison | 6.2 | Continue reviewing document file for potential impeachment exhibits |
| 03/22/25 | A. Jones | 3.5 | Organize discovery documents for attorney review |
| 03/22/25 | B. Kornberg | 3.1 | Additional drafting and revisions to trial brief as to statute of limitations and claims, along with reviewing client comments and incorporating them |
| 03/22/25 | B. Morrison | 6.8 | Continue reviewing discovery re exhibits for trial |
| 03/23/25 | B. Kornberg | 7.4 | Review all documents for trial and exhibit preparation |
| 03/23/25 | B. Morrison | 0.9 | Continue reviewing discovery to add exhibits to witness and exhibit list |
| 03/23/25 | B. Morrison | 4.1 | Revise witness and exhibit list |
| 03/24/25 | A. Jones | 4.4 | Analyze documents for use as trial exhibits; organize trial exhibits |
| 03/24/25 | B. Kornberg | 9.8 | Revise and finalize pretrial brief; additional review of potential exhibits and inclusion in exhibit list; revise witness list; communicate internally re same; call and email with client re edits |
| 03/24/25 | B. Morrison | 1.3 | Continue revising witness and exhibit list |

June 11, 2025

| <u>Date</u> | <u>Professional</u> | <u>Time</u> | <u>Description of Services</u> |
|-------------|---------------------|-------------|--|
| 03/24/25 | B. Morrison | 11.4 | Finalize exhibit list and compile exhibits for service; draft witness list; review and revise trial brief |
| 03/25/25 | B. Kornberg | 4.6 | Sent trial briefs to client; communicate with Salem's counsel re meet and confer; meet and confer; draft motion in limine #2; revise motion in limine #1 |
| 03/25/25 | B. Morrison | 5.9 | Draft motion in limine for prior bad acts; confer with Chris D'Anjou; continue pulling exhibits for impeachment |
| 03/26/25 | A. Jones | 3.5 | Analysis of amounts claimed and create spreadsheet re trial brief allegations comparing same |
| 03/26/25 | B. Kornberg | 3.2 | Call with client and expert consultant re trial appearance; call with client re case; research issues relating to admissions of witness interviews; begin outlining Chao examination |
| 03/26/25 | B. Morrison | 6.5 | Coordinate preparing exhibit binders with legal assistants; confer with Bernie Kornberg and Jinnie Chao re checks and alleged transfers; review exhibit binders for revisions; review analysis of chart comparing checks to damages claimed in trial brief; continue notating Salem's deposition |
| 03/27/25 | A. Jones | 2.6 | Continued analysis of amounts claimed and create spreadsheet re trial brief allegations comparing same |
| 03/27/25 | B. Kornberg | 2.3 | Trial preparation; additional outlining of Chao examination |
| 03/27/25 | B. Morrison | 8.8 | Coordinate preparation of deposition binders with legal assistants (1.0); coordinate revisions to exhibit list binders with legal assistant (3.0); continue searching for impeachment documents and emails for witnesses and finalizing impeachment exhibit list (4.8) |
| 03/27/25 | B. Palmer | 1.0 | Research public records hearsay exception as applied to memorandum of interview by postal inspector and detective |
| 03/27/25 | B. Palmer | 1.0 | Research refreshing recollection exception to hearsay as applied to memorandum of interview by postal inspector and detective |

June 11, 2025

| <u>Date</u> | <u>Professional</u> | <u>Time</u> | <u>Description of Services</u> |
|-------------|---------------------|-------------|--|
| 03/28/25 | A. Jones | 2.9 | Continued analysis of amounts claimed and create spreadsheet re trial brief allegations comparing same |
| 03/28/25 | B. Kornberg | 8.2 | Trial preparation including outlines and calls within firm and with consulting expert |
| 03/28/25 | B. Morrison | 9.6 | Revise impeachment exhibit list and organize exhibits for impeachment binders (5.0); confer with Bernie Kornberg and Chris D'Anjou re stipulation to evidence (.2); coordinate spreadsheet calculating checks in comparison to trial brief (.3); continue notating deposition of Salem (3.8); confer with Bernie Kornberg re same (.3) |
| 03/28/25 | B. Palmer | 0.5 | Review applicable memoranda of interviews in preparation for drafting pocket brief |
| 03/29/25 | B. Kornberg | 8.6 | Trial preparation; draft opposition to motion to leave to amend |
| 03/29/25 | B. Morrison | 7.5 | Finish assembling impeachment binders (2.2); begin drafting Salem impeachment outline (1.5); review Salem's responses to Jinnie's requests for admission (.8); travel to San Francisco for trial preparation session and trial (3.0) |
| 03/30/25 | B. Kornberg | 12.3 | Trial perpetration with client; additional outlining and preparation |
| 03/30/25 | B. Morrison | 11.3 | Attend trial preparation session with Jinnie Chao and Bernie Kornberg to prepare Jinnie Chao for testimony (8.5); prepare argument for motion in limine (.8); continue preparing impeachment outline for A. Salem (2.0) |
| 03/31/25 | B. Kornberg | 14.5 | Attend trial; prepare for next day of trial |
| 03/31/25 | B. Morrison | 11.1 | Attend first day of trial (8.5); confer with expert and Bernie Kornberg re strategy for second day of trial (1.5); notate interview for Salem's cross-exam outline (1.1) |
| 03/31/25 | B. Palmer | 1.3 | Draft pocket brief on public records exception to hearsay rules as applied to memoranda of interviews to facilitate use of memos in trial |

June 11, 2025

| <u>Date</u> | <u>Professional</u> | <u>Time</u> | <u>Description of Services</u> |
|-------------|---------------------|-------------|---|
| 04/01/25 | B. Kornberg | 12.8 | Attend Trial; post-trial preparation; settlement communications with opposing counsel |
| 04/01/25 | B. Morrison | 13.5 | Review time stamps for impeachment (1.0); attend second day of trial (7.8); confer with Bernie Kornberg re next steps and possible settlement (1.4); prepare direct exam outline of Darrow Chu (1.5); prepare draft settlement agreement (1.6); email with Darrow Chu re notification of settlement (.1); email with Deepa Subramaniam re notification of settlement (.1) |
| 04/02/25 | B. Kornberg | 2.1 | Attend Court for status conference and attend to retrieval of case items and return |
| 04/02/25 | B. Morrison | 2.7 | Travel to courthouse to pack up trial binders (.2); pack up trial binders (1.5); attend trial status hearing (.3); coordinate disposal of trial binders (.7) |
| 04/03/25 | B. Morrison | 3.0 | Travel from San Francisco for trial to Portland Office (No Charge 1.5) |
| 04/10/25 | B. Kornberg | 2.6 | Revise settlement agreement and draft supporting documents |
| 04/21/25 | B. Kornberg | 0.1 | Email with Salem's counsel re review of settlement agreement |
| 04/22/25 | B. Kornberg | 0.1 | Communicate with Salem's counsel re execution of settlement agreement |
| 04/24/25 | B. Kornberg | 0.2 | Communicate with client re review and execution of settlement agreement |
| 04/30/25 | B. Kornberg | 0.4 | Sent signed settlement agreement to Salem's counsel with comments re final execution; prepared final settlement package and proposed order for filing |
| 05/01/25 | B. Kornberg | 0.2 | Reviewed order approving settlement and prepared state court case for dismissal |
| 05/06/25 | B. Kornberg | 0.1 | Review docket for status of dismissal |

Account: 593510

Invoice: 2259537

June 11, 2025

| <u>Date</u> | <u>Professional</u> | <u>Time</u> | <u>Description of Services</u> |
|-------------|---------------------|-------------|---|
| 05/09/25 | B. Kornberg | 0.3 | Communicate with court and Salem's counsel re dismissal of state court proceeding and execution of dismissal by Bobby Lau |
| 05/14/25 | B. Kornberg | 0.2 | Review notice re satisfaction of judgment and prepared amended satisfaction |
| 05/19/25 | B. Kornberg | 0.1 | Review status of entry of dismissal |
| 05/22/25 | B. Kornberg | 0.3 | Review rejection of request for dismissal and researched basis; communicate with court re basis for dismissal |
| 05/29/25 | B. Kornberg | 0.2 | Review communication with Court re dismissal of state court action; review order of dismissal |
| 06/04/25 | B. Kornberg | 0.2 | Sent filed dismissals and satisfaction to client with comments |

Fee Summary

| <u>Professional</u> | <u>Title</u> | <u>Time</u> | <u>Rate</u> | <u>Amount</u> |
|-----------------------|--------------|--------------|-------------|---------------------|
| B. Kornberg | Partner | 106.6 | \$550 | \$58,630.00 |
| B. Morrison | Associate | 143.8 | 455 | 65,429.00 |
| B. Palmer | Associate | 3.8 | 410 | 1,558.00 |
| A. Jones | Paralegal | 35.0 | 320 | 11,200.00 |
| Summary Total: | | 289.2 | | \$136,817.00 |

Disbursement Summary

| <u>Disbursements</u> | <u>Amount</u> |
|---|---------------|
| California Bankruptcy Court: Cost to submit application for pro hac vice appearance for Brianna Morrison | 328.00 |
| GOLBAHAR CONSULTING GROUP; Invoice#: 20250326 - Retainer for Golbahar Consulting | 5,000.00 |
| MERCHANT: THE WESTIN SAN FRANCISCO , Date: 3/29/2025 Cost associated with airport hotel conference room to conduct trial preparation for the following day | 694.53 |
| Vendor: GOLBAHAR CONSULTING GROUP; Invoice#: 20250328; Date: 4/4/2025 - Consulting Fees less retainer fee for Golbahar Consulting | 9,438.66 |
| MERCHANT: Sam's Grill & Seafood Restaurant, Date: 3/31/2025 | 211.97 |
| MERCHANT: Uber, Date: 3/31/2025 | 31.76 |
| MERCHANT: Uber, Date: 3/31/2025 | 9.54 |
| MERCHANT: Uber, Date: 4/2/2025 | 29.63 |
| MERCHANT: Uber, Date: 4/2/2025 | 27.85 |
| MERCHANT: Starbucks, Date: 3/30/2025 | 25.00 |
| MERCHANT: Waymo, Date: 3/31/2025 | 20.38 |
| MERCHANT: Cafe 450, Date: 4/1/2025 | 13.69 |
| MERCHANT: Lyft, Date: 4/1/2025 | 27.31 |
| MERCHANT: Lyft, Date: 3/31/2025 | 32.26 |
| MERCHANT: Lyft, Date: 4/1/2025 | 10.46 |
| MERCHANT: Lyft, Date: 4/2/2025 | 20.47 |
| MERCHANT: Lyft, Date: 3/30/2025 | 84.00 |
| MERCHANT: UPS, Date: 4/2/2025 | 187.00 |
| Vendor: Naegeli Deposition and Trial (ACH); Invoice#: 49580 - Cost of obtaining transcript of police interviews | 1,956.64 |
| Vendor: Washington Legal Messengers, Inc.; Invoice#: 383693; Cost of messenger to pick up original case file from previous attorney, and delivery to Bernie Kornberg for upcoming trial | 373.00 |
| FedEx Invoice#: 8-815-39082 - Delivery to Deepa Subramaniam on 03.27.2025 | 53.80 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-32288 - Court cost for submission and first appearance fee for filing of complaint | 404.85 |
| FedEx; Invoice#: E - Delivery to Bernie Kornberg on 03.28.2025 | 136.38 |
| Vendor: Washington Legal Messengers, Inc.; Invoice#: 383957; Cost of sending a messenger to pick delivery judge's courtesy copies to chambers | 252.35 |
| MERCHANT: , Date: 3/29/2025 Alaska Airline - flight for trial - 346.60 - 593510.0001 | 346.00 |
| MERCHANT: Alaska Airline, Date: 3/29/2025 Alaska Airline - checked bag for binders - 35.00 - 593510.0001 | 35.00 |
| MERCHANT: Grand Hyatt, Date: 3/29/2025 Grand Hyatt - hotel for trial - 2,713.50 - 593510.0001 | 2,713.50 |
| MERCHANT: UBER, Date: 3/29/2025 UBER - travel for trial - 62.95 - 593510.0001 | 62.95 |
| MERCHANT: UBER, Date: 3/30/2025 UBER - travel for trial - 39.64 - 593510.0001 | 39.64 |
| MERCHANT: UBER, Date: 3/31/2025 UBER - travel for trial - 17.39 - 593510.0001 | 17.39 |

Account: 593510

Invoice: 2259537

June 11, 2025

Disbursement Summary

| <u>Disbursements</u> | <u>Amount</u> |
|--|--------------------|
| MERCHANT: UBER, Date: 4/1/2025 UBER - travel for trial - 18.30 - 593510.0001 | 18.30 |
| MERCHANT: UBER, Date: 4/2/2025 UBER - travel for trial - 17.37 - 593510.0001 | 17.37 |
| MERCHANT: UBER, Date: 4/2/2025 UBER - travel for trial - 22.41 - 593510.0001 | 22.41 |
| MERCHANT: UBER, Date: 4/3/2025 UBER - travel for trial - 49.44 - 593510.0001 | 49.44 |
| MERCHANT: UBER, Date: 4/3/2025 UBER - travel for trial - 63.45 - 593510.0001 | 63.45 |
| MERCHANT: UBER Eats , Date: 3/30/2025 UBER Eats - meals - 29.10 - 593510.0001 | 29.10 |
| MERCHANT: UBER Eats, Date: 4/2/2025 UBER Eats - meals - 48.82 - 593510.0001 | 48.82 |
| MERCHANT: Alaska Airline, Date: 4/2/2025 Alaska Airline - checked bag for binders - 35.00 - 593510.0001 | 35.00 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-34419 - Obtain copies of case file for reference and to assist in preparing for trial | 222.75 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-34419 - Obtain copies of case file for reference and to assist in preparing for trial | 375.00 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-34419 - Obtain copies of case file for reference and to assist in preparing for trial | 244.20 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-34419 - Obtain copies of case file for reference and to assist in preparing for trial | 196.00 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-34419 - Obtain copies of case file for reference and to assist in preparing for trial | 248.60 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-34419 - Obtain copies of case file for reference and to assist in preparing for trial | 339.95 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-31542 - Cost to request case records to assist in argument for trial | 201.00 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-35377 - Cost for submission of acknowledgment of satisfaction of judgment | 56.00 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-3537 - Cost for submission of request for dismissal | 56.00 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-35377 - Court cost for submission of acknowledgment | 56.00 |
| Vendor: Legal Support Network LLC (ACH); Invoice#: LA-25-35377 - Court cost for submission of request for dismissal | 78.00 |
| Disbursement Total: | \$24,941.40 |

Invoice Summary

| | |
|---|----------------------------|
| Professional Fees Through June 10, 2025 | \$136,817.00 |
| Less Fee Reduction | <u>\$-682.50</u> |
| Total Current Fees | \$136,134.50 |
| Disbursements | <u>\$24,941.40</u> |
| Amount Due - Current Period: | <u>\$161,075.90</u> |

Account: 593510

Invoice: 2259537

June 11, 2025



Jinnie Chao
30 Pilarcitos Ct
Hillsborough, CA 94010

Account: 593510.0001
adv. A. Salem D.D.S. Inc.

Invoice: 2263647
August 11, 2025

Invoice Summary

| | |
|---|----------------------------|
| Professional Fees Through July 31, 2025 | \$0.00 |
| Disbursements | <u>\$243.00</u> |
| Amount Due - Current Period: | \$243.00 |
| Prior Balance Due: | <u>\$192,652.33</u> |
| Total Amount Due | <u>\$192,895.33</u> |

To pay by wire transfer, route to:
Miller Nash LLP, U.S. Bank National Association
Account # 1536-0646-7352, Routing # 123000220,
Swift Code USBKUS44IMT
Bank address: 17650 NE Sandy Blvd, Gresham, OR 97230

To pay by credit card, use this link:
<https://secure.lawpay.com/pages/millernash/operating>
To pay by check, remit to:
PO Box 3585
Portland, OR 97208-3585

Accounts due and payable in U.S. dollars upon receipt. Please include invoice number with remittance.
Invoice may not include all fees and expenses incurred prior to statement closing date. Late charges of .75% per month (9% annually) will accrue on all amounts unpaid after 30 days from date of invoice. Tax ID # 46-4958489.

Account: 593510

Invoice: 2263647

August 11, 2025

Disbursement Summary

| <u>Disbursements</u> | <u>Amount</u> |
|--|----------------------|
| Vendor: Washington Legal Messengers, Inc.; Invoice#: 383395; Service of subpoena in preparation of trial | 243.00 |
| Disbursement Total: | \$243.00 |

Invoice Summary

| | |
|---|-----------------|
| Professional Fees Through July 31, 2025 | \$0.00 |
| Disbursements | \$243.00 |
| Amount Due - Current Period: | \$243.00 |

Exhibit B

Engagement Letter – Retainer terms.



Bernie Kornberg
bernie.kornberg@millernash.com
562.247.7622 (direct)

July 1, 2024

VIA EMAIL: NEWJCHAO@GMAIL.COM

Jinnie Chao
30 Pilarcitos Court
Hillsborough, CA 94010

Subject: Agreement for Legal Services

Dear Jinnie:

Thank you for asking Miller Nash LLP to provide legal services to you. This letter confirms the scope of our engagement as counsel and provides information about our fees, billing information, and other terms that will govern our relationship for this matter and any additional matters that we agree to handle on your behalf. If the terms below are acceptable, we ask that you return a signed copy of this letter to us. A copy by email is fine.

1. Client; Scope of Representation.

Our client in this matter will be you individually. We will represent you in the matter of A. Salem D.D.S., Inc. et al. v. Jinnie Chao, currently pending in the United States Bankruptcy Court for the Northern District of California, Case No. 16-3023. We will also represent you in the case of A. Salem D.D.S., Inc. et al. v. Jinnie Chao, currently pending in the Superior Court of Santa Clara County, Case No. 12-cv-217465.

Although our engagement currently includes only the services above, at your request we would be happy to discuss the possibility of providing additional specific legal services.

Unless otherwise agreed in writing, our engagement does not include providing any advice or legal services relating to federal, state, or local tax or securities laws. We expect that you will rely on its outside accountants or bookkeeper for tax advice.

We may provide legal advice that affects a business decision, but the services we provide are legal services. The business decisions are yours.

California
Oregon
Washington

MILLERNASH.COM

Jinnie Chao
July 1, 2024
Page 2



2. Fees and Expenses.

I will have primary responsibility to see that your legal needs are met. Other lawyers in the firm, as well as paralegals, will be part of the team helping with the work.

Our fees are based on the billing rate for each attorney and paralegal devoting time to your matters. Clients occasionally ask us to estimate the amount of fees and costs likely to be charged in a particular matter. These estimates are not guaranteed maximum amounts. The time and effort required will vary from situation to situation. This is especially true in matters involving negotiation, in which factors not within our control often affect the fee.

Our standard billing rates for attorneys currently range from \$390 per hour to \$875 per hour, based on experience level and practice area. My rate is \$645 per hour but will be billing at a discount in the amount of \$550 per hour and the attorneys likely to assist with the work described above have rates of \$390 and \$875 per hour, respectively. Time devoted by paralegals is charged at billing rates ranging from \$265 to \$360 per hour. These billing rates may be adjusted annually.

We will send you monthly statements describing the work done and expenses incurred through the previous month. Expenses are charged to you at cost; we do not add an administrative fee. If a statement is not paid within 30 days, we may suspend performing services until arrangements satisfactory to us have been made for payment of outstanding and future charges and may charge 9 percent per annum interest on overdue amounts from the invoice date.

Fees and expenses of others you approve of our retaining (such as experts, investigators, consultants, e-discovery vendors, and appraisers) generally will not be paid by us but will be billed directly to you. You will likely need electronic data processing and storage if this matter involves litigation or prospective litigation. Your costs for electronic data processing and storage—and whether those services are provided by the firm or a vendor—may increase or change depending on the volume and types of data involved and the needs of the case.

Jinnie Chao
July 1, 2024
Page 3



If a trial, arbitration, mediation, or hearing date is set, we may require you to pay any outstanding amounts owing us and to deposit with us the attorney fees we estimate will be incurred in preparing for and completing that proceeding, as well as any administrative fees likely to be assessed. If you fail to pay as requested, we have the right to withdraw from representing you.

If at any time you have a question about our fees, please let us know. We want our charges to represent the fair value of our services to our clients.

Advance Fee Deposit as Security. In connection with this matter, we request an advance fee deposit in the amount of \$25,000. Our representation will begin only after we receive these funds, which will remain in our client trust account for the duration of our representation. The funds may be used to satisfy any overdue statements for our work. If we do that, we may discontinue work until you replenish the deposit to the original amount.

You may send payment of your deposit by check or wire transfer. Checks should be sent to Accounting Department, Attention: Trust, at 1140 SW Washington St, Ste 700, Portland, OR 97205. We will provide wire transfer instructions upon request.

3. Responsibilities.

Effective legal representation requires that you accept certain responsibilities. We expect that you will:

- be candid and cooperative with us and keep us informed with complete and accurate factual information, documents, and other communications relevant to our representation;
- allow reasonable time for us to prepare agreements, complete filings, and otherwise conduct our work; and
- inform us of any changes in contact information, including address, telephone number, and email address.

Jinnie Chao
July 1, 2024
Page 4



We may express views or beliefs about possible strategies and expected results. These statements are intended to be an expression of opinion only, based on information available to us at the time, and not a promise or guarantee.

4. Communications.

Our communications on this engagement will be with you or with others identified to us in writing as authorized contacts.

We will use Internet-based services, such as email, to communicate with you. These services involve some risk that third parties may hack into or otherwise intercept confidential communications, but we believe that the benefits outweigh the risk of accidental disclosure. We recommend that you avoid using computers or other communications tools owned, controlled, or accessible by others, such as your employer, public Wi-Fi networks, cloud storage, or shared home or office computers. Use of any computer, device, or account that is accessible by others increases the risk of hacking and could result in loss of the attorney-client privilege. Any device you use should be password-protected.

If you would like our email communications to be encrypted, we will work with you to establish encryption protocols.

5. Conflict-of-Interest Issues/Advance Conflict Waiver.

Some of our present or future clients may ask us to advise them with respect to matters in which those clients' interests are actually or potentially adverse to yours. For example, our present or future clients may ask us to advise them with respect to contracts (including bank loans) to which you are a party, disputes with you (including representing them in contentious arbitration and litigation matters adverse to you), and bankruptcy or receivership matters in which those other clients' interests are adverse to yours. Additionally, it is possible that while representing you in matters adverse to other parties, those adverse parties may ask the firm to represent them in matters unrelated to our work for you.

Jinnie Chao
July 1, 2024
Page 5



By engaging us, you are giving us permission to concurrently represent other clients in matters that are not substantially related to our work for you, even though in some cases the interests of those other clients may be directly adverse to or competitive with your interests.

This section is sometimes known as an "advance conflict waiver." In consenting to this advance waiver, you should consider whether there is any significant risk (a) that any confidences or secrets furnished to the firm could be used adversely to you, or (b) that the firm will be less zealous or eager in representing you because of the other representation. We believe any risk in these respects is minimal, and the firm would not undertake representation of another client adverse to you if it believed that there was a significant risk that the firm's representation of the other client would be materially limited by its responsibilities to you, but you should evaluate for yourself the material risks of consenting to this advance waiver before retaining us as counsel. By signing this engagement letter (or, if we don't receive a signed copy of this engagement letter, by directing us to perform work for you), we will understand that you consent to this advance waiver.

If for any reason this advance waiver is not effective in specific circumstances, you agree to (a) consent to the firm's resignation from its representation of you and (b) support a motion (if filed by us) to withdraw from our representation of you if resignation at that time is otherwise permissible under the applicable professional rules.

We recommend that you obtain independent legal advice to determine whether to consent to this advance waiver. Whether to seek that advice is up to you.

6. Consent to In-House Attorney-Client Privilege.

Sometimes we need to get our own legal advice about our duties to our clients or our handling of a matter. We then confer with an attorney (typically within the firm) who is responsible for providing us with legal advice on these questions. You are not charged for this advice.

In some jurisdictions, this in-house consultation may not be protected by attorney-client privilege. By engaging us, you consent to our consulting with our firm's counsel (either in-house

Jinnie Chao
July 1, 2024
Page 6



or outside) on a privileged basis and confirm that our contemporaneous representation of you will not waive, limit, or invalidate the privileged nature of the consultation.

7. Conclusion of Representation.

You have the right to terminate our services for any reason at any time. We request that if you do so, you notify us in writing to avoid any confusion.

In some circumstances, and subject to the applicable professional rules, we may find it necessary or appropriate to withdraw from representing you. We will give you prompt notice of withdrawal in writing and will take steps that are reasonably practicable to protect your interests.

Unless previously terminated, our representation on any specific matter will conclude when we send our final statement for services rendered in the matter. After our representation of you in any specific matter is concluded, we will provide advice as to future legal developments affecting the matter only if you specifically engage us to do so. In the event that firm attorneys have performed no work on your behalf for a period of one year, you agree that our attorney-client relationship is terminated as of the last date firm attorneys performed legal services on your behalf, unless otherwise agreed in writing.

Termination of our services or withdrawal from representation does not affect your obligation to pay for legal services and expenses incurred up to the time of termination.

8. Return and Disposition of Documents.

At your request, any papers and property you have provided to us will be returned promptly upon receipt of payment for outstanding fees and costs. You may also obtain copies of your "external" files (e.g., external correspondence and emails) at our cost of retrieval and duplication, so long as we still retain them. "Internal" files (e.g., internal firm emails, memos prepared for our own use, and firm administrative records) are the property of the firm. For various reasons, including reducing unnecessary storage expenses, we typically destroy or

Jinnie Chao
July 1, 2024
Page 7



otherwise dispose of any documents or other materials retained within a reasonable time after the representation ends without further notice to you.

9. Sign and Return.

Let me know if you have any questions about our engagement terms. If this letter is acceptable, we ask that you sign and return it to us for our file. Sending a scanned copy by email is fine. While we'd prefer to have a signed copy of this letter, if we don't receive it but we proceed with your work at your request, we will consider ourselves engaged on the terms of this letter.

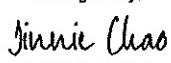
We are pleased to have this opportunity to work with you. Contact me at any time if you have questions or comments about our work.

Very truly yours,

Bernie Kornberg

Bernie Kornberg

ACKNOWLEDGED AND AGREED:

DocuSigned by:

Jinnie Chao
00CPPS33934249A...

Jinnie Chao

Please provide contact(s) and email address(es) for appropriate billing distribution.

Contact Name: Jinnie Chao

Email Address: newjchao@gmail.com

Contact Name: _____

Email Address: _____

4888-5586-8621.2

Exhibit C

Satisfaction of Judgment – filed May 14, 2025.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):

After recording, return to:

Bernie Kornberg 252006

Miller Nash LLP

340 Golden Shore, Suite 450

Long Beach, CA 90802

TEL NO.: (562) 247-7622 FAX NO. (optional):

E-MAIL ADDRESS (Optional): bernie.kornberg@millernash.com

 ATTORNEY FOR JUDGMENT CREDITOR ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara

STREET ADDRESS: 191 N. First Street

MAILING ADDRESS: 191 N. First Street

CITY AND ZIP CODE: San Jose 95113

BRANCH NAME: Downtown Superior Court

FOR RECORDER'S OR SECRETARY OF STATE'S USE ONLY

PLAINTIFF: Jinnie Chao

CASE NUMBER:
2012-1-CV-217465

DEFENDANT: Ardeshir Salem et al.

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

 FULL PARTIAL MATURED INSTALLMENT

1. Satisfaction of the judgment is acknowledged as follows:

a. Full satisfaction(1) Judgment is satisfied in full.(2) The judgment creditor has accepted payment or performance other than that specified in the judgment in full satisfaction of the judgment.b. Partial satisfaction

The amount received in partial satisfaction of the judgment is \$

c. Matured Installment

All matured installments under the installment judgment have been satisfied as of (date):

2. Full name and address of judgment creditor:*

Jinnie Chao, c/o Bernie Kornberg, Miller Nash LLP, 340 Golden Shore, Suite 450, Long Beach, CA 90802

3. Full name and address of assignee of record, if any:

4. Full name and address of judgment debtor being fully or partially released:*

A. Salem, D.D.S., Inc., 925 N. San Antonio Road, Los Altos, CA 94022

5. a. Judgment entered on (date): May 16, 2014

b. Renewal entered on (date): April 4, 20246. An abstract of judgment certified copy of the judgment has been recorded as follows (complete all information for each county where recorded):

COUNTY

DATE OF RECORDING

INSTRUMENT NUMBER

7. A notice of judgment lien has been filed in the office of the Secretary of State as file number (specify):

NOTICE TO JUDGMENT DEBTOR: If this is an acknowledgment of full satisfaction of judgment, it will have to be recorded in each county shown in item 6 above, if any, in order to release the judgment lien, and will have to be filed in the office of the Secretary of State to terminate any judgment lien on personal property.

Date: May 14, 2025



(SIGNATURE OF JUDGMENT CREDITOR OR ASSIGNEE OF CREDITOR OR ATTORNEY**)

*The names of the judgment creditor and judgment debtor must be stated as shown in any Abstract of Judgment which was recorded and is being released by this satisfaction. ** A separate notary acknowledgment must be attached for each signature.

Form Approved for Optional Use
Judicial Council of California
EJ-100 [Rev. July 1, 2014]

ACKNOWLEDGMENT OF SATISFACTION OF JUDGMENT

Page 1 of 1
Code of Civil Procedure, §§ 724.060,
724.120, 724.250

Case: 15-31519 Doc# 433 Filed: 09/26/25 Entered: 09/26/25 14:49:53 Page 28 of

Exhibit D

June 4, 2025 Email – Kornberg admission 'held off' on bills.



J Chao <jchao888@gmail.com>

Final Resolution

1 message

Kornberg, Bernie <Bernie.Kornberg@millernash.com>
To: "Jinnie Chao (jchao888@gmail.com)" <jchao888@gmail.com>

Wed, Jun 4, 2025 at 3:44 PM

Jinnie,

Just sent you a text, but wanted to let you know we finally got the settlement completed. Santa Clara kept refusing to dismiss the case until the Court did so itself. Everything is attached, but its finally officially done, so to speak. No cases, judgments, etc.

I've held off on sending you a bill until we complete this, which took longer than expected. But we'll put it together and get it to you shortly.

Thanks again and call for anything.

Bernie

Bernie Kornberg
Partner

Miller Nash LLP
340 Golden Shore, Ste 450 | Long Beach, CA 90802
Direct: 562.247.7622 | *Office:* 562.435.8002
[Email](#) | [Bio](#) | [Insights](#) | [Website](#)

Our attorneys regularly offer insights to address the challenges faced by our clients. To visit the Miller Nash industry-focused blog overview page on our updated website: [please click this link](#).

CONFIDENTIALITY NOTICE: This email message may contain confidential or privileged information. If you have received this message by mistake, please do not review, disclose, copy, or distribute the email. Instead, please notify us immediately by replying to this message or telephoning us. Thank you.

3 attachments

- [Chao Order on Stipulation to Approve Settlement, 4913-1581-8557 v.1.pdf](#)
272K
- [2012-1-CV-217465 Order of Dismissal, 4905-9084-3208 v.1.pdf](#)
63K
- [Satisfaction of Judgment.pdf](#)
167K

Exhibit E

Final Resolution Email – June 2025 closure note attaching Satisfaction.

Final Resolution

1 message

Kornberg, Bernie <Bernie.Kornberg@millernash.com>
To: "Jinnie Chao (jchao888@gmail.com)" <jchao888@gmail.com>

Wed, Jun 4, 2025 at 3:44 PM

Jinnie,

Just sent you a text, but wanted to let you know we finally got the settlement completed. Santa Clara kept refusing to dismiss the case until the Court did so itself. Everything is attached, but its finally officially done, so to speak. No cases, judgments, etc.

I've held off on sending you a bill until we complete this, which took longer than expected. But we'll put it together and get it to you shortly.

Thanks again and call for anything.

Bernie

Bernie Kornberg
Partner

Miller Nash LLP
340 Golden Shore, Ste 450 | Long Beach, CA 90802
Direct: 562.247.7622 | *Office:* 562.435.8002
[Email](#) | [Bio](#) | [Insights](#) | [Website](#)

Our attorneys regularly offer insights to address the challenges faced by our clients. To visit the Miller Nash industry-focused blog overview page on our updated website: [please click this link](#).

CONFIDENTIALITY NOTICE: This email message may contain confidential or privileged information. If you have received this message by mistake, please do not review, disclose, copy, or distribute the email. Instead, please notify us immediately by replying to this message or telephoning us. Thank you.

3 attachments

-  **Chao Order on Stipulation to Approve Settlement, 4913-1581-8557 v.1.pdf**
272K
-  **2012-1-CV-217465 Order of Dismissal, 4905-9084-3208 v.1.pdf**
63K
-  **Satisfaction of Judgment.pdf**
167K



1 MILLER NASH LLP
2 Bernie Kornberg, Bar No. 252006
bernie.kornberg@millernash.com
3 Brianna J. Morrison (*Pro Hac*)
brianna.morrison@millernash.com
4 340 Golden Shore, Ste 450
Long Beach, CA 90802
Telephone: 562.435.8002
Facsimile: 562.435.7967

Signed and Filed: May 1, 2025

Lewis Montali

DENNIS MONTALI
U.S. Bankruptcy Judge

Attorneys for Jinnie Jinhuei Chang Chao

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

In re
JINNIE JINHUEI CHANG CHAO,
Debtor

Case No. 15-31519
Chapter 11
Adv No. 16-03023
(Consolidated with Objection to Claim 9-4)

ARDESHIR SALEM *et al.*,
Plaintiffs,
vs.

**ORDER ON STIPULATION TO
APPROVE SETTLEMENT, DISMISS THE
ADVERSARY PROCEEDING, AND
WITHDRAW CLAIM 9-4**

JINNIE JINHUEI CHANG CHAO,
Defendant.

Date: March 31 to April 2, 2025
Time: 10:00 a.m.
Ctrm: 17

The Hon. Dennis Montali

AND RELATED COUNTER-CLAIMS

The Court, having reviewed the April 30, 2025 Stipulation between Plaintiffs and Counter Defendants Ardeshir Salem and A. Salem D.D.S., Inc. (“Plaintiffs”) and Defendant and Counterclaimant Jinnie Jinhuei Chang Chao (“Defendant”) to resolve this adversary proceeding and claim objection for approval of the Court, and to effect the dismissal of this adversary proceeding and withdrawal of Claim 9-4 (the “Stipulation”), filed as docket #79, and for good cause showing, hereby approves it.

THEREFORE IT IS ORDERED THAT:

2 1. The April 11, 2025 Settlement Agreement between Plaintiffs and Defendant, a
3 copy of which is attached as Exhibit A to the Stipulation, is approved and its terms shall become
4 the order of the Court:

5 2. This adversary proceeding, including the complaint of Plaintiffs and the cross-
6 complaint of Defendant, is dismissed with prejudice, with the parties to bear their own costs; and

7 3. Plaintiff's Claim 9-4 is withdrawn with prejudice and Plaintiffs no longer shall
8 have any claim as to Chao in the underlying bankruptcy case.

*** END OF ORDER ***

1 **COURT SERVICE LIST**
2 ALL PARTIES SERVED BY ECF
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Exhibit F

Order of Dismissal – adversary docket settlement approval.

| | | |
|---|-------------------------------------|---|
| SUPERIOR COURT OF CALIFORNIA COUNTY OF SANTA CLARA | | F I L E D MAY 22 2025 Clerk of the Court Superior Court of CA County of Santa Clara BY <u>R. TIEN</u> DEPUTY <i>[Signature]</i> |
| PLAINTIFF: Jinnie Chao | DEFENDANT: Ardeshir Salem et al. | |
| ORDER OF DISMISSAL | | CASE NO. 2012-1-CV-217465 |

This matter came on for hearing before Honorable Frederick S. Chung, Department 10 on May 22, 2025 for the following:

- Failure to Appear at a previous hearing by Plaintiff all parties
- Failure to Serve
- Order to Show Cause Re: Sanctions/Dismissal
- Case Status Review Re: Bankruptcy
- Dismissal After Settlement Re: 3.1385
- No Special Appearance and No Telephonic Appearance ordered.
- Other:

Good cause appearing, it is the **ORDER** of this court:

- This case is dismissed without prejudice
- Entire Action
- (Partial) Dismissal ONLY as to:
- No appearance by Plaintiff all parties
- Dismissal After Settlement Re: 3.1385
- Other:

Dated: May 22, 2025

Frederick Chung
Honorable Frederick S. Chung
JUDGE OF THE SUPERIOR COURT



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA
DOWNTOWN COURTHOUSE
191 NORTH FIRST STREET
SAN JOSE, CALIFORNIA 95113
CIVIL DIVISION**

File Copy

**RE: Jinnie Chao vs Ardeshir Salem et al
Case Number: 2012-1-CV-217465**

PROOF OF SERVICE

Order of Dismissal was delivered to the parties listed below the above entitled case as set forth in the sworn declaration below.

If you, a party represented by you, or a witness to be called on behalf of that party need an accommodation under the American with Disabilities Act, please contact the Court Administrator's office at (408) 882-2700, or use the Court's TDD line (408) 882-2690 or the Voice/TDD California Relay Service (800) 735-2922.

DECLARATION OF SERVICE BY MAIL OR EMAIL: I declare under penalty of perjury that I served this notice by enclosing a true copy in a sealed envelope, addressed to each person whose name is shown below, and by depositing the envelope with postage fully prepaid, in the U.S. Mail at San Jose, CA. If consent to be electronically served was provided, I served this notice via email to each person listed below at the email address shown. Service performed on 05/23/2025. CLERK OF THE COURT, by Rachel Tien, Deputy.

cc: Bruce C. Janke 16965 Roberts Rd., Apt. A, Los Gatos, CA 95032-4556
Babach Bobby Lau Law Office of Bobby Lau 99 S. Almaden Blvd., Suite 600, San Jose, CA 95113
Bernard Jaron Kornberg Miller Nash LLP 340 Golden Shore, Suite 450, Long Beach, CA 90802

Exhibit G

USPS Green Cards & Return Receipts – service proof.

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Clerk of Court
U.S Bankruptcy Court
450 Golden Gate Ave., 18th Fl.
San Francisco, CA 94102



9590 9402 8428 3156 0072 02

Article Number (Transfer from service label)

9589 0710 5270 1447 1456 58

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

John T. Burke

C. Date of Delivery

7/18/25

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Re: 15-31579, Clerk of the
Hon Dennis Montali Court
U.S Bankruptcy Ct. Northern Cal Dist
450 Golden Gate Ave, 18th Fl.
San Francisco, CA 94102



9590 9402 8428 3156 0058 26

2. Article Number (Transfer from service label)

19 0710 5270 1447 1486 59

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

John T. Burke

C. Date of Delivery

8/18/25

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Case 15-31579-DY
Clerk of Court
U.S Bankruptcy Court, North Dist
of CA, San Francisco Div
450 Golden Gate Ave, 18th Fl.
San Francisco, CA 94102



9590 9402 8428 3156 0055 12

2. Article Number (Transfer from service label)

589 0710 5270 1447 1486 73

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
 Addressee

B. Received by (Printed Name)

John T. Burke

C. Date of Delivery

8/19/25

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Miller Nash, LLP
Bernie Kornberg
340 Golden Shore, #450
Long Beach, CA 90802



9590 9402 8428 3156 0071 96

2. Article Number (Transfer from service label)

9589 0710 5270 1447 1456 89

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

- Agent
 Addressee

B. Received by (Printed Name)

Brett

C. Date of Delivery

7/9/25

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- | | |
|--|--|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Restricted Delivery |
| <input type="checkbox"/> d Mail | (over \$500) |
| <input type="checkbox"/> d Mail Restricted Delivery | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bernard Kornberg
Miller Nash LLP
340 Golden Shore, Ste 450
Long Beach, CA 90802



9590 9402 8428 3156 0058 19

2. Article Number (Transfer from service label)

9 0710 5270 1447 1486 66

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

- Agent
 Addressee

B. Received by (Printed Name)

Universe Norman

C. Date of Delivery

7/9/25

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- | | |
|--|--|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Restricted Delivery |
| <input type="checkbox"/> Insured Mail | (over \$500) |
| <input type="checkbox"/> Insured Mail Restricted Delivery | |

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bernard Kornberg
Miller Nash LLP
340 Golden Shore, Ste 450
Long Beach, CA 90802



9590 9402 8428 3156 0083 08

2. Article Number (Transfer from service label)

9589 0710 5270 1447 1495 02

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

- Agent
 Addressee

B. Received by (Printed Name)

Universe Norman

C. Date of Delivery

8/21/2025

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

- | | |
|--|--|
| <input type="checkbox"/> Adult Signature | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Signature Confirmation |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Restricted Delivery |
| <input type="checkbox"/> Insured Mail | (over \$500) |
| <input type="checkbox"/> Insured Mail Restricted Delivery | |

USPS Tracking®

[FAQs >](#)

Tracking Number:

9589071052701447149519

[Remove X](#)

[Copy](#)

[Add to Informed Delivery](https://informeddelivery.usps.com/) (<https://informeddelivery.usps.com/>)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 1:09 pm on August 20, 2025 in SAN FRANCISCO, CA 94102.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

SAN FRANCISCO, CA 94102

August 20, 2025, 1:09 pm

[See All Tracking History](#)

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

Text & Email Updates



USPS Tracking Plus®

Product Information



[See Less ^](#)

Tracking Number:

[Remove X](#)

9589071052701447149502

Copy

Add to Informed Delivery (<https://informeddelivery.usps.com/>)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 11:49 am on August 21, 2025 in LONG BEACH, CA 90802.

Get More Out of USPS Tracking:

USPS Tracking Plus®

Delivered

Delivered, Front Desk/Reception/Mail Room

LONG BEACH, CA 90802

August 21, 2025, 11:49 am

[See All Tracking History](#)

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

[See More ▾](#)

[Track Another Package](#)

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

Chao – Proof of Service and Delivery

Certificate of Service

I, the undersigned, declare as follows:

On August 14, 2025, I served the following documents:

- Copy of Letter to Judge Montali
- Opposing Counsel's Invoice

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

USPS Proof of Delivery

Tracking Number: 9590 9402 8428 3156 0058 26

Status: Delivered (as confirmed in person at USPS counter)

Date/Time: August 18, 2025 – 09:52

Location: Burlingame, CA 94010

USPS Counter Confirmation Addendum

| Tracking Number | Status per USPS Counter | Date/Time | Location |
|-----------------------------|--------------------------------|--------------------|----------------------|
| 9590 9402 8428 3156 0058 26 | Delivered (per retail receipt) | 08/18/2025 – 09:52 | Burlingame, CA 94010 |

Source: USPS retail lobby receipt confirming delivery event. The full scanned receipt is appended as an exhibit in your physical records.

Tracking Number:

[Remove X](#)

9589071052701447149519

[Copy](#)[Add to Informed Delivery](https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 1:09 pm on August 20, 2025 in SAN FRANCISCO, CA 94102.

Get More Out of USPS Tracking:

[USPS Tracking Plus®](#)

Delivered

Delivered, Front Desk/Reception/Mail Room

SAN FRANCISCO, CA 94102

August 20, 2025, 1:09 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates

USPS Tracking Plus®

Product Information

[See Less ^](#)

Tracking Number:

[Remove X](#)

9589071052701447149502

Copy

[Add to Informed Delivery \(https://informeddelivery.usps.com/\)](https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 11:49 am on August 21, 2025 in LONG BEACH, CA 90802.

Get More Out of USPS Tracking:

[USPS Tracking Plus®](#)

Delivered

Delivered, Front Desk/Reception/Mail Room

LONG BEACH, CA 90802

August 21, 2025, 11:49 am

[See All Tracking History](#)

What Do USPS Tracking Statuses Mean? (<https://faq.usps.com/s/article/Where-is-my-package>)

[See More ▾](#)

[Track Another Package](#)

Enter tracking or barcode numbers

Need More Help?

Contact USPS Tracking support for further assistance.

[FAQs](#)

Tracking Number:

[Remove X](#)

9589071052701447148673

[Copy](#)[Add to Informed Delivery](https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to the front desk, reception area, or mail room at 1:56 pm on August 18, 2025 in SAN FRANCISCO, CA 94102.

Get More Out of USPS Tracking:

[USPS Tracking Plus®](#)

Delivered

Delivered, Front Desk/Reception/Mail Room

SAN FRANCISCO, CA 94102

August 18, 2025, 1:56 pm

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates



USPS Tracking Plus®

[Feedback](#)

Product Information

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Tracking Number:

[Remove X](#)

9589071052701447145658

[Copy](#)[Add to Informed Delivery](https://informeddelivery.usps.com/)

Latest Update

Your item was delivered to an individual at the address at 10:34 am on July 18, 2025 in SAN FRANCISCO, CA 94102.

Get More Out of USPS Tracking:

[USPS Tracking Plus®](#)

Delivered

Delivered, Left with Individual

SAN FRANCISCO, CA 94102

July 18, 2025, 10:34 am

[See All Tracking History](#)

[What Do USPS Tracking Statuses Mean?](https://faq.usps.com/s/article/Where-is-my-package)

Text & Email Updates



USPS Tracking Plus®



Feedback

Product Information

[See Less ^](#)

[Track Another Package](#)

Enter tracking or barcode numbers

Cover Letter - Court Clerk Copy

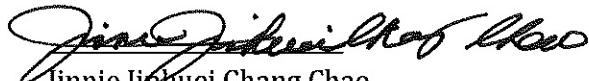
Date: September 24, 2025

To:
Clerk of the Court
United States Bankruptcy Court
450 Golden Gate Avenue, 18th Floor
San Francisco, CA 94102

Dear Clerk of the Court,

Enclosed please find the Motion to Discharge Unauthorized Attorney Fees, with exhibits, for filing and processing. A Certificate of Service is included at the end of the packet.

Respectfully,



Jinnie Jianwei Chang Chao
30 Pilarcitos Court
Hillsborough, CA 94010

Certificate of Service

I, Jinnie Jinhuei Chang Chao, certify that on September 24, 2025, I served this Motion and Exhibits on all required parties by U.S. Mail, postage prepaid, and by electronic service where appropriate.



Jinnie Jinhuei Chang Chao